THE HON. MARSHA J. PECHMAN

1

3

4

6 7

8

10 11

12

13 14

15

16

17

18 19

20

21

22

23 24

25

26

### UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE

TRAVIS MICKELSON, DANIELLE H. MICKELSON, and the marital community thereof,

Plaintiffs,

VS.

CHASE HOME FINANCE LLC, an unknown entity; et. al.,

Defendants.

NO. 2:11-cv-01445

DECLARATION OF SCOTT E. STAFNE IN SUPPORT OF PLAINTIFFS' REPLY TO DEFENDANTS' RESPONSE TO PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT

- I, Scott E. Stafne, declare under penalty of perjury under the laws of the State of Washington, that the following is true and correct to the best of my knowledge:
- 1. I am over the age of eighteen years, and I am competent to testify as to the matters set forth herein.
  - 2. I am an attorney of record in the above matter.
- 3. A true and correct copy of the Notice of Default, Notice of Foreclosure, and Notice of Sale sent to Travis and Danielle Mickelson in 2008, are attached hereto as Exhibit A. I have

DECLARATION OF SCOTT E. STAFNE IN SUPPORT OF PLAINTIFFS' REPLY TO DEFENDANTS' RESPONSE TO PLAINTIFFS' MOTION FOR PARTIAL SUMMARY JUDGMENT - 1

highlighted, in yellow, where Chase Home is identified. Neither Chase Home, nor Freddie Mac is identified as the Note Owner in any of these documents.

- 4. A true and correct copy of the Notice of Default, Notice of Foreclosure, Notice of Sale, and Beneficiary Declaration and Loss Mitigation Form relating to the 2010 completed nonjudicial foreclosure are attached hereto as Exhibit B. I have highlighted, in yellow, where Chase Home is identified. None of these documents identify Chase Home or Freddie Mac as the Owner of the Note. The documents are conflicting with regard to the identity of the servicer. The Beneficiary Declaration identifies Chase Bank as Servicer. The Notice of Sale identifies MERS as the genesis for Chase Home's interest in the Deed of Trust.
- 5. Attached hereto as Exhibit C is a true and correct copy of the Company Profile for Northwest Trustee Services, Inc., as posted on their website. Last visited October 12, 2012, at: http://www.northwesttrustee.com/profile.aspx.
- 6. Attached hereto as Exhibit D is a true and correct copy of the Firm Profile for Routh Crabtree Olsen, as posted on their website. Last visited October 12, 2012, at: http://www.rcolegal.com/profile.aspx.
- 7. The company and firm profiles are offered, along with the Declaration of Vonnie McElligot (Dkt. 100) and Exhibit 1 thereto, for the purpose of showing that NWTS and RCO are associated business partners and institutions, with each other and each of them is an associated business partner with MERS, Chase Home Finance, and Freddie Mac.

DATED this 12<sup>th</sup> day of October, 2012 at Arlington, WA.

/s/ Scott E. Stafne
Scott E. Stafne, WSBA #6964
Stafne Law Firm
239 N. Olympic Ave
Arlington, WA 98223
Phone: (360) 403-8700

Fax: (360) 386-4005

## EXHIBIT A

# Case 2:11-cv-01445-MJP Document 117 Filed 10/12/12 Page 4 of 28 Notice of Default

To:

Travis Mickelson 436 Ezduzit Lane Camano Island, WA 98282 Danielle H. Mickelson 436 Ezduzit Lane Camano Island, WA 98282

Regarding the real property "Property" located at:

Property Address:

436 Ezduzit Lane Camano Island, WA 98282

If you are the owner of this property and you occupy it as your residence, you should take care to protect your interest in your home. This notice of default (your failure to pay) is the first step in a process that could result in you losing your home. You should carefully review your options. For example:

Can you pay and stop the foreclosure process?

Do you dispute the failure to pay?

Can you sell your property to preserve your equity?

Are you able to refinance this loan with a new loan from another lender with payments, terms, and fees that are more affordable?

Do you qualify for any government or private homeowner assistance programs?

Do you know if filing for bankruptcy is an option? What are the pros and cons of doing so?

not ignore this notice; because if you do nothing, you could lose your home at a foreclosure sale. (No eclosure sale can be held any sooner than ninety days after a notice of sale is issued and a notice of sale cannot be issued until thirty days after this notice.) Also, if you do nothing to pay what you owe, be careful of people who claim they can help you. There are many individuals and businesses that watch for the notices of sale in order to unfairly profit as a result of borrowers' distress.

You may feel you need help understanding what to do. There are a number of professional resources available, including home loan counselors and attorneys, who may assist you. Many legal services are lower-cost or even free, depending on your ability to pay. If you desire legal help in understanding your options or handling this default, you may obtain a referral (at no charge) by contacting the county bar association in the county where your home is located. These legal referral services also provide information about lower-cost or free legal services for those who qualify.

#### A) Property description:

Parcel A: that portion of the Southwest quarter of the Southwest quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, described as follows: commencing at the Southwest corner of the said Section 25; thence South 89 degrees 54'20" East along the South line of said Section 25, 329.60 feet; thence North 0 degrees 27'18 West 30.00 feet to the Northerly margin of the Cross Island County Road; thence continue North 0 degrees 27'18" West 315.45 feet to the true point of beginning; thence continue North 0 degrees 27'18" West 158.22 feet; thence South 89 degrees 55'15" East 329.98 feet to the East line of said Southwest quarter of the Southwest quarter; thence South 0 degrees 24'37" East along said East line, 158.25 feet to a point that is South 89 degrees 54'56" East from the true point of beginning; thence North 89 degrees 54'56" West 320.86 feet to the true point of beginning. Parcel B: an easement for road, ingress and egress and public and private utilities being 60 feet in width from the Northerly margin of the Cross Island County Road to the North line of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, the centerline of said 60 foot easement

## Case 2:11-cv-01445-MJP Document 117 Filed 10/12/12 Page 5 of 28

- 1. As of the date of this notice you owe \$416,457.32. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check. For further information, write to the address provided in Section 5 below or call us at 425-586-1900.
- 2. The creditor to whom the debt is owed Chase Home Finance LLC/Chase Home Finance, LLC Columbus OH.
- 3. Unless within 30 days after receipt of this notice you dispute the debt or any portion of it, we will assume the debt to be valid.
- 4. If you notify us in writing within 30 days after receipt of this notice that you dispute the debt or any part of it, we will request that the creditor obtain verification of the debt and mail it to you.
- 5. If you request in writing within 30 days after receipt of this notice, we will request that the creditor provide you with the name and address of the original creditor, if different from the current creditor.
- 6. Written requests should be addressed to Northwest Trustee Services, Inc., Post Office Box 997, Bellevue, WA 98009-0997.

Dated: August 25, 2008

Chase Home Finance LLC

By Northwest Trustee Services, Inc., its duly authorized agent

This is an attempt to collect a debt and any information obtained will be used for that purpose.

NORTHWEST TRUSTEE SERVICES, INC. P.O. Box 997
BELLEVUE, WA 98009-0997

File No: 7037.16475

Borrower: Mickelson, Travis and Danielle H.

Client: Chase Home Finance, LLC

VONNIE MCELLIGOTT :86-1900 Fox 425-586-1997  $F_{i^{1}}$  No. 7037.16475/MICKELSON, TRAVIS AND DANIELLE H.

## Notice of Foreclosure

Pursuant to the Revised Code of Washington RCW 61.24, et seq.

To:

Travis Mickelson 436 Ezduzit Lane

Camano Island, WA 98282

Travis Mickelson 2803 B 254th Street Northwest Stanwod, WA 98282

Danielle H. Mickelson 436 Ezduzit Lane

Camano Island, WA 98282

Danielle H. Mickelson 2803 B 254th Street Northwest Stanwod, WA 98282

The attached Notice of Trustee's Sale is a consequence of default(s) in the obligation to the Beneficiary of your Deed of Trust. Unless the default(s) is/are cured, your property will be sold at auction on December 26, 2008.

To cure the monetary default(s), you must bring the payments current, cure any other default(s), pay accrued late charges, advances, other costs, trustee's fees and attorneys' fees as set forth below by 12/15/08 (11 days before sale date). These arrears and costs are as follows:

	Amount due to reinstate by 09/25/08	Estimated amount due to reinstate by 12/15/08
IN ly Payments Late Charges Lender's Fees and Costs Total Arrears [rustee's Expenses	\$13,184.90 \$659.25 \$74.50 \$13,918.65	\$21,095.84 \$922.94 \$74.50 \$22,093.28
Trustee's Fee Title Report Postings Postage Recording Fees Sale Costs Publication Total Costs	\$725.00 \$1,166.38 \$57.50 \$11.48 \$32.00 \$0.00 \$0.00 \$1,992.36	\$725.00 \$1,166.38 \$115.00 \$81.48 \$122.00 \$0.00 \$500.00
Total Amount Due:	\$15,911.01	\$24,803.14

pay off the entire obligation secured by your Deed of Trust as of the 9/25/2008, you must pay a total of 03,495.51 in principal, \$12,962.98 in interest, plus other costs and advances estimated to date in the amount of 4.50. From and after the date of this notice you must submit a written request to the Trustee to obtain the total ount to pay off the entire obligation secured by your Deed of Trust as of a certain payoff date. You may nstate your Deed of Trust and the obligation secured thereby at any time up to and including 12/15/08 (11 days ore the sale date), by paying the amount set forth or estimated above and by curing any other defaults

above. Of course, as time passes other payments may become due, and any further payments coming any additional late charges must be added to your reinstating payment. Any new defaults not requiring payment of money that occur after the date of this notice must also be cured in order to effect reinstatement. In on, because some of the charges can only be estimated at this time and because the amount necessary to reinstate or to pay off the entire indebtedness may include presently unknown expenditures required to preserve the property or to comply with state or local law, it will be necessary for you to contact the Trustee prior to the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay. In addition, the Trustee's fees may increase as more time is allowed to pass before reinstatement is made.

Tender of payment or performance must be made to: Northwest Trustee Services, Inc., whose address is P.O. Box 997, Bellevue, Washington 98009-0997 (425) 586-1900.

AFTER THE TRUSTEE'S CLOSE OF BUSINESS ON 12/15/08 (11 days before the sale date), YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE. The Trustee will respond to any written request for current payoff or reinstatement amounts within ten days of receipt of your written request. In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance of \$403,495.51 plus accrued interest, costs, fees and advances, if any, made pursuant to the terms of the loan documents and by curing the other defaults as outlined above.

You may contest this default by initiating court action in the Superior Court of the County in which the sale is to be held. In such action, you may also raise any legitimate defenses you have to this default. A copy of your Deed of Trust and documents evidencing the obligation secured thereby are enclosed. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale, but only if you persuade the court of the merits of your defense.

upon five days notice to the trustee of the time when, place where, and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies of all pleadings and related documents to be given to the judge. Notice and other process may be served on the trustee at 3535 Factoria Boulevard SE, Suite 220, Bellevue, WA 98006.

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above, or if you do not succeed in restraining the sale by court action, your property will be sold. The effect of such sale will be to deprive you and all those who hold by, through or under you of all your interest in the property.

EFFECTIVE: 09/25/08

Northwest Trustee Services, Inc., Trustee P.O. Box 997 Bellevue, WA 98009-0997 (425) 586-1900

Contact: Vonnie McElligott

NORTHWEST TRUSTEE SERVICES, INC., , P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

File No: 7037.16475

Client: Chase Home Finance, LLC

Borrower: MICKELSON, TRAVIS AND DANIELLE H.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

After Recording, Return to: Vonnie McElligott Northwest Trustee Services, INC. P.O. Box 997 Bellevue, WA 98009-0997

File No.:

7037.16475

Grantors:

Northwest Trustee Services, Inc.

Chase Home Finance LLC

Grantee:

Travis Mickelson and Danielle H. Mickelson, husband and wife

Tax Parcel ID No.: R23225-045-0530 Abbreviated Legal: Ptn. SW SW 25-32-2E

#### Notice of Trustee's Sale

Pursuant to the Revised Code of Washington 61.24, et seq.

I.

On December 26, 2008, at 10:00 a.m. outside the main entrance of the Island County Annex Building near the Veteran's Memorial at 1 NE 6th Street in the City of Coupeville, State of Washington, the undersigned Trustee (subject to any conditions imposed by the Trustee) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property "Property", situated in the County(ies) of Island, State of Washington:

Parcel A: that portion of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, described as follows: commencing at the Southwest corner of the said Section 25; thence South 89 degrees 54'20" East along the South line of said Section 25, 329.60 feet; thence North 0 degrees 27'18 West 30.00 feet to the Northerly margin of the Cross Island County Road; thence continue North 0 degrees 27'18" West 316.45 feet to the true point of beginning; thence continue North 0 degrees 27'18" West 158.22 feet; thence South 89 degrees 55'15" East 329.98 feet to the East line of said Southwest quarter of the Southwest quarter of the Southwest quarter; thence South 0 degrees 24'37" East along said East line, 158.25 feet to a point that is South 89 degrees 54'56" East from that true point of beginning; thence North 89 degrees 54'56" West 329.86 feet to the true point of beginning. Parcel B: an easement for road, ingress and egress and public and private utilities being 60 feet in width from the Northerly margin of the Cross Island County Road to the North line of the Southwest quarter of the Southwest quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, the centerline of said 60 foot easement is described as follows: commencing at the Southwest corner of said Section 25; thence South 89 degrees 54'20" East along the South line of said Section 25, 329.60 feet; thence North 0 degrees 27'18" West 30.00 feet said Northerly margin of the Cross Island County Road and the true point of beginning of said centerline; thence continue North 0 degrees 27'18" West 632.89 feet to the North line of said subdivision and the terminus of said centerline. Situated in Island County, Washington.

Commonly known as:

436 Ezduzit Lane

Camano Island, WA 98282

which is subject to that certain Deed of Trust dated 11/22/05, recorded on 11/29/05, under Auditor's File No. 4155570, records of Island County, Washington, from Travis Mickelson and Danielle H. Mickelson, husband and wife, as Grantor, to Chicago Title, as Trustee, to secure an obligation

## Case 2:11-cv-01445-MJP Document 117 Filed 10/12/12 Page 9 of 28

"Obligation" in favor of Mortgage Electronic Registration Systems, Inc. solely as nominee for Lender and Lender's successors and assigns, as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. "MERS" to Chase Home Finance LLC, under an Assignment/Successive Assignments recorded under Auditor's File No. 4236910.

\*The Tax Parcel ID number and Abbreviated Legal Description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein.

II.

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the Obligation in any Court by reason of the Grantor's or Borrower's default on the Obligation.

Ш.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

Amount due to reinstate by		
09/25/08		

\$15,911.01

		42.20,00
Monthly Payments		
Late Charges		\$13,184.90
Lender's Fees & Costs		\$659.25
Total Arrearage	\$12.010.cc	\$74.50
Trustee's Expenses	\$13,918.65	
(Itemization)		
Trustee's Fee		
Title Report		\$725.00
Statutory Mailings		\$1,166.38
Recording Costs		\$11.48
Postings		\$32.00
Sale Costs	897	\$57.50
Total Costs	\$1,992.36	\$0.00

Other known defaults as follows:

Total Amount Due:

IV.

The sum owing on the Obligation is: Principal Balance of \$403,495.51, together with interest as provided in the note or other instrument evidencing the Obligation from 04/01/08, and such other costs and fees as are due under the Obligation, and as are provided by statute.

V.

The Property will be sold to satisfy the expense of sale and the Obligation as provided by statute. The sale will be made without representation or warranty, express or implied regarding title, possession, encumbrances or condition of the Property on December 26, 2008. The default(s) referred to in

paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 12/15/08 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 12/15/08 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 12/15/08 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire balance of principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any made pursuant to the terms of the obligation and/or Deed of Trust.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

#### NAME AND ADDRESS

Travis Mickelson 436 Ezduzit Lane Camano Island, WA 98282 Danielle H. Mickelson 436 Ezduzit Lane Camano Island, WA 98282

by both first class and either certified mail, return receipt requested on 08/25/08, proof of which is in the possession of the Trustee; and on 08/25/08 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof of such service or posting.

VII.

The Trustee, whose name and address are set forth below, will provide in writing to anyone requesting it a statement of all foreclosure costs and trustee's fees due at any time prior to the sale.

VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their right, title and interest in the Property.

IX.

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

X.

NOTICE TO OCCUPANTS OR TENANTS - The purchaser at the Trustee's Sale is entitled to possession of the property on the  $20^{th}$  day following the sale, as against the Grantor under the Deed of

Trust (the owner) and anyone having an interest junior to the deed of trust, including occupants and tenants. After the 20<sup>th</sup> day following the sale the purchaser has the right to evict occupants and tenants by summary proceedings under the unlawful detainer act, Chapter 59.12 RCW.

The trustee's rules of auction may be accessed at <u>www.northwesttrustee.com</u> and are incorporated by this reference. You may also access sale status at <u>www.northwesttrustee.com</u> and <u>www.USA-Foreclosure.com</u>.

EFFECTIVE: 09/25/08

Northwest Trustee Services, Inc., Trustee

Authorized Signature

P.O. BOX 997

Bellevue, WA 98009-0997

Contact: Vonnie McElligott

(425) 586-1900

STATE OF WASHINGTON

) ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that \( \) \( \) \( \) \( \) \( \) \( \) is the person who appeared before me, and said person acknowledged that (he she) signed this instrument, on oath stated that (he she) was authorized to execute the instrument and acknowledged (he she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

RHEA S. PRE

STATE OF WASHINGTON

NOTARY - - - PUBLIC

MY COMMISSION EXPIRÉS 04-22-10

NOTARY PUBLIC in and

Washington, residing at My commission expires

NORTHWEST TRUSTEE SERVICES, INC., SUCCESSOR BY MERGER TO NORTHWEST TRUSTEE SERVICES PLLC FKA NORTHWEST TRUSTEE SERVICES, LLC, P.O. BOX 997, BELLEVUE, WA 98009-10997 PHONE (425) 586-1900 FAX (425) 586-1997

File No: 7037.16475

Client: Chase Home Finance, LLC

Borrower: MICKELSON, TRAVIS AND DANIELLE H.

SERVING WA, OR, ID, CA, NV, AZ, MT HI

This is an attempt to collect a debt and any information obtained will be used for that purpose.

EXHIBIT B

To:

Travis Mickelson 436 Ezduzit Lane Camano Island, WA 98282 Danielle H. Mickelson 436 Ezduzit Lane Camano Island, WA 98282

Regarding the real property [Property] located at:

Property Address: 436 Ezduzit Lane Camano Island, WA 98282

If you are the owner of this property and you occupy it as your residence, you should take care to protect your interest in your home. This notice of default (your failure to pay or otherwise perform) is the first step in a process that could result in you losing your home. You should carefully review your options. For example:

Can you pay and stop the foreclosure process?

Do you dispute the failure to pay?

Can you sell your property to preserve your equity?

Are you able to refinance this loan or obligation with a new loan or obligation from another lender with payments, terms, and fees that are more affordable?

Do you qualify for any government or private homeowner assistance programs?

Do you know if filing for bankruptcy is an option? What are the pros and cons of doing so?

Do not ignore this notice; because if you do nothing, you could lose your home at a foreclosure sale. (No foreclosure sale can be held any sooner than ninety days after a notice of sale is issued and a notice of sale cannot be issued until thirty days after this notice.) Also, if you do nothing to pay what you owe, be careful of people who claim they can help you. There are many individuals and businesses that watch for the notices of sale in order to unfairly profit as a result of borrowers' distress.

You may feel you need help understanding what to do. There are a number of professional resources available, including home loan counselors and attorneys, who may assist you. Many legal services are lower-cost or even free, depending on your ability to pay. If you desire legal help in understanding your options or handling this default, you may obtain a referral (at no charge) by contacting the county bar association in the county where your home is located. These legal referral services also provide information about lower-cost or free legal services for those who qualify. You may contact the Department of Financial Institutions or the statewide civil legal aid hotline for possible assistance or referrals.

#### A) Property description:

Parcel A: that portion of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, described as follows: commencing at the Southwest corner of said Section 25; thence South 89 degrees 54'20" East along the South line of said Section 25, 329.60 feet; thence North 0 degrees 27'18" West 30.00 feet to the Northerly margin of the Cross Island County Road; thence continue North 0 degrees 27'18" West 316.45 feet to the True Point of Beginning; thence continue North 0 degrees 27'18" West 158.22 feet; thence South 89 degrees 55'15" East 329.98 feet to the East line of said Southwest Quarter of the Southwest Quarter; thence South 0 degrees 24'37" East along said East line, 158.25 feet to a point that is South 89 degrees 54'56" East from that True Point of Beginning; thence North 89 degrees 54'56" East from that True Point of Beginning; thence North 89 degrees 54'56" West 329.86 feet to the

Case 2:11-cv-01445-MJP Document 117 Filed 10/12/12 Page 14 of 28 True Point of Beginning. Parcel B: an easement for road ingress and egress and public and private utilities being 60

feet in width from the Northerly margin of the Cross Island County Road to the North line of the Southwest Quarter of the Southwest Quarter of Section 25, Township 32 North, Range 2 East of the Willamette Meridian, the centerline of said 60 foot easement is described as follows: commencing at the Southwest corner of said Section 25; thence South 89 degrees 54'20" East along the South line of said Section 25, 329.60 feet; thence North 0 degrees 27'18" West 30.00 feet said Northerly margin of the Cross Island County Road and the True Point of Beginning of said centerline; thence continue North 0 degrees 27'18" West 632.89 feet to the North line of said subdivision and the terminus of said centerline. Situated in Island County, Washington.

- B) Deed of Trust information: Island County Auditor File No.: 4155570; Recording Date: 11/29/05
- C) Declaration of payment default: The beneficiary declares you in default for failing to make payments as required by your note and deed of trust.
- D) Itemized account of the arrears:

Delinquent monthly payments beginning with the 08/01/08 installment.	\$65,924.50
Late charges:	\$2,673.12
Lender Fees and Costs	\$1,008.14
Trustee[s fees	\$652.50
Costs	
Title report (estimate)	\$600.00
Recording	\$28.00
Certified mail	\$14.00
Posting	\$70.00
Sale Costs	\$0.00
Total arrears and costs due today	\$70,970.26

E) Itemized account of all other specific charges, costs or fees that grantor or borrower is or may be obliged to pay to reinstate the deed of trust before the recording of the notice of sale.

Additional monthly payment	\$2,636.98
Additional late charge	\$111.38

F) Amount required to cure payment defaults before notice of sale recorded: \$73,718.62 In addition, grantor or borrower must timely cure all other defaults before the note and deed of trust are deemed reinstated.

Payments and late charges continue to accrue and additional advances may be made. <u>The sums stated above are estimates only.</u> Before attempting to reinstate the loan, call us at 425-586-1900 to learn the exact amounts of monetary defaults and actions required to cure possible other defaults.

- G) Effect of failure to cure: Failure to cure all alleged defaults within 30 days of mailing/personal service of this notice may lead to recordation, transmittal and publication of a notice of sale and the Property may be sold at public auction no less than 120 days from the date of this notice.
- H) Effect of recording, transmitting and publication of the notice of sale: The effect of the recordation, transmittal and publication of the notice of sale will be to (i) increase the costs and fees and (ii) publicize the default and advertise the Property for sale.
- I) Effect of sale of the Property: The Trustee[s] sale of the Property will deprive the borrower, grantor and any successor in interest of all their interest in the Property.

## Case 2:11-cv-01445-MJP Document 117 Filed 10/12/12 Page 15 of 28

J) Recourse to courts: The borrower, grantor, any guarantor or any successor in interest has recourse to the courts pursuant to RCW 61.24.130 to contest the default(s) on any proper ground.

K) Contact Information for Beneficiary (Note Owner) and Loan Servicer.

The deficiary of the deed of trust is **Chase Home Finance**, **LLC**, whose address and telephone number are:

800 Brooksedge Boulevard Westerville, OH 43081 1-800-981-3792

The loan servicer for this loan is Chase Home Finance, LLC, whose address and telephone number are:

800 Brooksedge Boulevard Westerville, OH 43081 1-800-981-3792

L) Notice pursuant to the Federal Fair Debt Collection Practices Act: If you are the consumer who originally contracted the debt or if you assumed the debt, then you are notified that:

- As of the date of this notice you owe \$407,843.27. Because of interest, late charges, and other charges that may vary
  from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an
  adjustment may be necessary after we receive your check. For further information, write to the address provided in
  Section 5 below or call us at 425-586-1900.
- 2. The creditor to whom the debt is owed Chase Home Finance, LLC/Chase Home Finance, LLC.
- Unless within 30 days after receipt of this notice you dispute the debt or any portion of it, we will assume the debt to be valid.
- 4. If you notify us within 30 days after receipt of this notice that you dispute the debt or any part of it, we will request that the creditor obtain verification of the debt and mail it to you.
- 5. If you request within 30 days after receipt of this notice, we will request that the creditor provide you with the name and address of the original creditor, if different from the current creditor.
- Written requests should be addressed to Northwest Trustee Services, Inc., Post Office Box 997, Bellevue, WA 98009-0997.

Dated: August 6, 2010

Chase Home Finance, LLC
By Northwest Trustee Services, Inc., its duly authorized agent

This is an attempt to collect a debt and any information obtained will be used for that purpose.

NORTHWEST TRUSTEE SERVICES, INC. P.O. BOX 997 BELLEVUE, WA 98009-0997

File No: 7037.08418

Borrower: Mickelson, Travis and Danielle H.

Client: Chase Home Finance, LLC

Vonnie McElligott 425-586-1900 Fax 425-586-1997 File No. 7037.08418/MICKELSON, TRAVIS AND DANIELLE H.

#### Notice of Foreclosure

Pursuant to the Revised Code of Washington RCW 61.24, et seq.

To:

Travis Mickelson 436 Ezduzit Lane Camano Island, WA 98282

Travis Mickelson 2803 B 254th Street Northwest Stanwood, WA 98292 Danielle H. Mickelson 436 Ezduzit Lane Camano Island, WA 98282

Danielle H. Mickelson 2803 B 254th Street Northwest Stanwood, WA 98282

The attached Notice of Trustee's Sale is a consequence of default(s) in the obligation to the Beneficiary of your Deed of Trust. Unless the default(s) is/are cured, your property will be sold at auction on **December 10**, 2010.

To cure the monetary default(s), you must bring the payments current, cure any other default(s), pay accrued late charges, advances, other costs, trustee's fees and attorneys' fees as set forth below by 11/29/10 (11 days before sale date). These arrears and costs are as follows:

	Amount due to reinstate by 09/06/10	Estimated amount due to reinstate by 11/29/10
. Monthly Payments	\$68,561.48	\$73,835.44
te Charges	\$2,784.50	\$3,118.64
. Lender's Fees and Costs	\$1,008.14	\$1,008.14
Total Arrears	\$72,354.12	\$77,962.22
Trustee's Expenses		, <b>,</b>
(Itemization)		
Trustee's Fee	\$725.00	\$725.00
Title Report	\$1,169.61	\$1,169.61
Postings	\$70.00	\$140.00
Postage	\$10.00	\$108.00
Recording Fees	\$0.00	\$100.00
Sale Costs	\$0.00	\$0.00
Publication	\$0.00	\$500.00
<b>Total Costs</b>	<u>\$1,974.61</u>	\$2,742.61
Total Amount Due:	\$74,328.73	\$80,704.83

To pay off the entire obligation secured by your Deed of Trust as of the 9/6/2010, you must pay a total of \$403,495.51 in principal, \$58,370.04 in interest, plus other costs and advances estimated to date in the amount of \$1,008.14. From and after the date of this notice you must submit a written request to the Trustee to obtain the total amount to pay off the entire obligation secured by your Deed of Trust as of a certain payoff date. You may reinstate your Deed of Trust and the obligation secured thereby at any time up to and including 11/29/10 (11 days before the sale date), by paying the amount set forth or estimated above and by curing any other defaults described above. Of course, as time passes other payments may become due, and any further payments coming due and any additional late charges must be added to your reinstating payment. Any new defaults not requiring hent of money that occur after the date of this notice must also be cured in order to effect reinstatement. In

addition, because some of the charges can only be estimated at this time and because the amount necessary to nstate or to pay off the entire indebtedness may include presently unknown expenditures required to preserve are property or to comply with state or local law, it will be necessary for you to contact the Trustee prior to the time you tender reinstatement or the payoff amount so that you may be advised of the exact amount you will be required to pay. In addition, the Trustee's fees may increase as more time is allowed to pass before reinstatement is made.

Tender of payment or performance must be made to: Northwest Trustee Services, Inc., whose address is P.O. Box 997, Bellevue, Washington 98009-0997 (425) 586-1900.

AFTER THE TRUSTEE'S CLOSE OF BUSINESS ON 11/29/10 (11 days before the sale date), YOU MAY NOT REINSTATE YOUR DEED OF TRUST BY PAYING THE BACK PAYMENTS AND COSTS AND FEES AND CURING THE OTHER DEFAULTS AS OUTLINED ABOVE. The Trustee will respond to any written request for current payoff or reinstatement amounts within ten days of receipt of your written request. In such a case, you will only be able to stop the sale by paying, before the sale, the total principal balance of \$403,495.51 plus accrued interest, costs, fees and advances, if any, made pursuant to the terms of the loan documents and by curing the other defaults as outlined above.

You may contest this default by initiating court action in the Superior Court of the County in which the sale is to be held. In such action, you may also raise any legitimate defenses you have to this default. A copy of your Deed of Trust and documents evidencing the obligation secured thereby are enclosed. You may wish to consult a lawyer. Legal action on your part may prevent or restrain the sale, but only if you persuade the court of the merits of your defense. You may contact the Department of Financial Institutions or the statewide civil legal aid hotline for possible assistance or referrals

court may grant a restraining order or injunction to restrain the trustee's sale pursuant to RCW 61.24.130 upon five days notice to the trustee of the time when, place where, and the judge before whom the application for the restraining order or injunction is to be made. This notice shall include copies of all pleadings and related documents to be given to the judge. Notice and other process may be served on the trustee at 13555 SE 36th St., Suite 100, Bellevue, WA 98006.

If you do not reinstate the secured obligation and your Deed of Trust in the manner set forth above, or if you do not succeed in restraining the sale by court action, your property will be sold. The effect of such sale will be to deprive you and all those who hold by, through or under you of all your interest in the property.

EFFECTIVE: 09/06/10

Northwest Trustee Services, Inc., Trustee P.O. Box 997 Bellevue, WA 98009-0997 (425) 586-1900

Contact: Vonnie McElligott

NORTHWEST TRUSTEE SERVICES, INC., , P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

File No:

Client: Chase Home Finance, LLC

Borrower: MICKELSON, TRAVIS AND DANIELLE H.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

Case 2:11-cv-01445-MJP Document 117 Filed 10/12/12 Page 18 of 28

r neu 09/07/12 Page 1 of 4

4280389

After Recording, Return to: Vonnie McElligott Northwest Trustee Services, INC. P.O. Box 997 Bellevue, WA 98009-0997

File No .:

7037.08418

Grantors:

Northwest Trustee Servides, Inc.

Chase Home Finance LL

Grantee:

Travis Mickelson and Danielle H Michelson, husband and wife

Tax Parcel ID No.: R23225-045-0530

Abbreviated Legal: Section 25, Township 32, Range 2, PTN SW SW

158140 \$US

Notice of Trustee's Sale

Pursuant to the Revised Code of Washington 61.24, et seq.

On December 10, 2010, at 10:00 a.m. outside the main entrance of the Island County Annex Building near the Veteran's Memorial at 1 NE 6th Street in the City of Coupeville, State of Washington, the undersigned Trustee (subject to any conditions imposed by the Trustee) will sell at public auction to the highest and best bidder, payable at time of sale, the following described real property "Property", situated in the County(ies) of Island, State of Washington:

Parcel A: that portion of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 25, Township 32 North, Range 2 East of the Villamette Meridian, described as follows: commercing at the Southwest corner of said Section 25; thence South 89 degrees 54'20" East along the South line of said Section 25, 329.60 feet; thence North 0 degrees 27'18" West 30.00 feet to the Northerly margin of the Cross Island County Road; thence continue North 0 degrees 27'18" West 316'45 feat to the True Point of Beginning; thence continue North, 0 degrees 27'18" West 158.22 feet; thence South 89 degrees 55'15" East 329.98 feet to the East line of said Southwest Quarter of the Southwest Quarter; thence South 0 degrees 24'37" East along said East line, 158.25 feet to a point that is South 89 degrees 54'56" East from that True Point of Beginning; thence North 89 degrees 54'56" West 329.86 feet to the True Point of Beginning. Parcel B: un eusement for road ingress and egrees and public and private utilities being 60 feet in width from the Northerly margin of the Cross Island County Road to the North line of the Southwest Quarter of Section 25 to the North line of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 25.

Township 32 North, Range 2 East of the Williamette Meridian, the centerline of said 60 foot easement is described as follows: commencing at the Southwest former of said Section 25; thence South 89 degrees 54'20" East along the South of Section 25, 329.60 feet; thence North 0 degrees 27'18" West 30.00 feet said Northerly margin of the Cross Island County Road and the True Point of Beginning of said centerline; thence continue North 0 degrees 2718" West 632.89 feet to the North line of said subdivision and the terminus of said centerline. Situated in Island County, Washington.

Commonly known as:

436 Ezduzil Lane Camano Island, WA 98282

which is subject to that certain Deed of Trust dated 11/22/05, recorded on 11/29/05, under Auditor's File No. 4155570, records of Island County, Washington, from Travis Mickelson and Danielle H. Mickelson, husband and wife, as Grantor, to Chicago Title, as Trustee, to secure an obligation

## Case 2:11-cv-01445-MJP Document 117 Filed 10/12/12 Page 19 of 28

Case 2:11-cv-01445-MJP of Page 2 of 4
Recording Fee \$65.00 Page 2 of 4
Notice 01 Trustees 5ale
Land County Methodson

## 

"Obligation" in favor of Mortgage Electronic Registration Systems, Inc., as Beneficiary, the beneficial interest in which was assigned by Mortgage Electronic Registration Systems, Inc. "MERS" to Chase Home Finance LLC, under an Assignment/Successive Assignments recorded under Auditor's File No. 4236910.

\*The Tax Parcel ID number and Abbreviated Legal Description are provided solely to comply with the recording statutes and are not intended to supplement, amend or supersede the Property's full legal description provided herein.

TT

No action commenced by the Beneficiary of the Deed of Trust is now pending to seek satisfaction of the Obligation-in-any-Court by reason of the Grantor's or Borrower's default on the Obligation.

Ш.

The Beneficiary alleges default of the Deed of Trust for failure to pay the following amounts now in arrears and/or other defaults:

Amount due to reinstate by 09/06/10

\$74,328.73

Monthly Payments		\$68,561.48
Late Charges		\$2,784.50
Lender's Fees & Costs		\$1,008.14
Total Arrearage	\$72,354.12	• • • • • • • • • • • • • • • • • • • •
Trustee's Expenses	, , , , , , , ,	
(Itemization)		
Trustee's Fee		\$725.00
Title Report		\$1,169.61
Statutory Mailings		\$10.00
Recording Costs		\$0.00
Postings		\$70.00
Sale Costs		\$0.00
Total Costs	\$1,974.61	*****
	F	

Other known defaults as follows:

IV.

The sum owing on the Obligation is: Principal Balance of \$403,495.51, together with interest as provided in the note or other instrument evidencing the Obligation from 07/01/08, and such other costs and fees as are due under the Obligation, and as are provided by statute.

Total Amount Due:

V.

The Property will be sold to satisfy the expense of sale and the Obligation as provided by statute. The sale will be made without representation or warranty, express or implied regarding title, possession,

2 OF 4

Case 2:11-cv-01445-MJP Document 117 Filed 10/12/12 Page 20 of 28

Case 2:11-cv-01445-MJP

Recording Fee \$65.60 Page 3 of 4
Notice of Trustees Sale
Island County Mashington

encumbrances or condition of the Property on December 10, 2010. The default(s) referred to in paragraph III, together with any subsequent payments, late charges, advances costs and fees thereafter due, must be cured by 11/29/10 (11 days before the sale date), to cause a discontinuance of the sale. The sale will be discontinued and terminated if at any time before the close of the Trustee's business on 11/29/10 (11 days before the sale date), the default(s) as set forth in paragraph III, together with any subsequent payments, late charges, advances, costs and fees thereafter due, is/are cured and the Trustee's fees and costs are paid. The sale may be terminated any time after 11/29/10 (11 days before the sale date), and before the sale by the Borrower, Grantor, any Guarantor or the holder of any recorded junior lien or encumbrance paying the entire balance of principal and interest secured by the Deed of Trust, plus costs, fees, and advances, if any made pursuant to the terms of the obligation and/or Deed of Trust.

VI.

A written notice of default was transmitted by the Beneficiary or Trustee to the Borrower and Grantor at the following address(es):

#### **NAME AND ADDRESS**

Travis Mickelson 436 Ezduzit Lane Camano Island, WA 98282 Danielle H. Mickelson 436 Ezduzit Lane Camano Island, WA 98282

by both first class and either certified mail, return receipt requested on 08/06/10, proof of which is in the possession of the Trustee; and on 08/06/10 Grantor and Borrower were personally served with said written notice of default or the written notice of default was posted on a conspicuous place on the real property described in paragraph I above, and the Trustee has possession of proof of such service or posting.

VII.

The Trustee, whose name and address are set forth below, will provide in writing to anyone requesting it a statement of all foreclosure costs and trustee's fees due at any time prior to the sale.

VIII.

The effect of the sale will be to deprive the Grantor and all those who hold by, through or under the Grantor of all their right, title and interest in the Property.

IX.

Anyone having any objection to the sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW 61.24.130. Failure to bring such a lawsuit may result in a waiver of any proper grounds for invalidating the Trustee's sale.

X.

NOTICE TO OCCUPANTS OR TENANTS - The purchaser at the Trustee's Sale is entitled to possession of the property on the 20th day following the sale, as against the Grantor under the Deed of

EXHIBIT NO. 4 3 OF 4 Case 2:11-cv-01445-MJP Document 117 Filed 10/12/12 Page 21 of 28

Case 2:11-cv-01445-Md9/o-72614mqn5d.32-4m Filed 09/07/12 P422034spf 4

Trust (the owner) and anyone having an interest junior to the deed of trust, including occupants who are not tenants. After the 20th day following the sale the purchaser has the right to evict occupants who are not tenants by summary proceedings under Chapter 59.12 RCW. For tenant-occupied property, the purchaser shall provide a tenant with written notice in accordance with RCW 61.24.060.

The trustee's rules of auction may be accessed at www.northwesttrustee.com and are incorporated by this reference. You may also access sale status at www.northwesttrustee.com and www.USA-Foreclosure.com.

**EFFECTIVE: 09/06/10** 

Northwest Trustee Services, Inc., Trustee

Authorized Signature

P.O. BOX 997

Bellevue, WA 98009-0997

Contact: Vonnie McElligott

(425) 586-1900

STATE OF WASHINGTON

) ss.

COUNTY OF KING

I certify that I know or have satisfactory evidence that \( \sqrt{} \) appeared before me, and said person acknowledged that (horshe) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged (he/she) as the Assistant Vice President of Northwest Trustee Services, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:

RHEA S. PRE

STATE OF WASHINGTON

**NOTARY PUBLIC** 

MY COMMISSION EXPIRES

04-22-14

NOTARY PUBLIC in an

Washington, residing at

My commission expires

NORTHWEST TRUSTEE SERVICES, INC., SUCCESSOR BY MERGER TO NORTHWEST SERVICES PLLC FKA NORTHWEST TRUSTEE SERVICES, LLC, P.O. BOX 997, BELLEVUE, WA 98009-0997 PHONE (425) 586-1900 FAX (425) 586-1997

File No: 7037.08418

Client: Chase Home Finance, LLC

Borrower: MICKELSON, TRAVIS AND DANIELLE H.

SERVING WA, OR, ID, CA, NV, AZ, MT HI

This is an attempt to collect a debt and any information obtained will be used for that purpose.

## BENEFICIARY DECLARATION PURSUANT TO CHAPTER 61.24 RCW (SB 5810) AND "FORECLOSURE" LOSS MITIGATION FORM

Borrower(s): TRAVIS MICKELSON & DANIELLE H MICKELSON

Beneficiary:

Loan Servicer: JP MORGAN CHASE N.A.

Property: 436 EZDUZIT LN CAMANO ISLAND WA 98282

Loan No.: 1915309566

The undersigned beneficiary or authorized agent for the beneficiary hereby represents and declares under the penalty of perjury that [check the applicable box and fill in any blanks so that the trustee can insert, on the beneficiary's behalf, the applicable declaration in the notice of default required under chapter 61.24 RCW as specified in SB 5810 ("this act")]: Regarding the above-referenced loan (check applicable box – only ONE choice should apply):

- [X] (1)\_The beneficiary or beneficiary's authorized agent has contacted the borrower under, and has complied with, section 2 of this act (contact provision to "assess the borrower's financial ability to pay the debt secured by the deed of trust and explore options for the borrower to avoid foreclosure").
- [] (2) The beneficiary or beneficiary's authorized agent has exercised due diligence to contact the borrower as required in section 2(5) of this act and, after waiting fourteen days after the requirements in section 2 of this act were satisfied, the beneficiary or the beneficiary's authorized agent sent to the borrower(s), by certified mail, return receipt requested, the letter required under section 2 of this act.
- [ ] (3). The borrower has surrendered the secured property as evidenced by either a letter confirming the surrender or by delivery of the keys to the secured property to the beneficiary, the beneficiary's authorized agent or to the trustee.
- [ ] (4) Under section 2 of this act, the beneficiary or the beneficiary's authorized agent has verified information that, on or before the date of this declaration, the borrower(s) has filed for bankruptcy, and the bankruptcy stay remains in place, or the borrower has filed for bankruptcy and the bankruptcy court has granted relief from the bankruptcy stay allowing the enforcement of the deed of trust."

EXHIBIT C



PROPERTIES FOR ALICTION

**HOMEOWNER** 

FAQ





**PROPERTIES FOR AUCTION** USA-F

Home > About Us > Company Profile

#### **COMPANY NEWS**

Apr 01, 2011 Northwest Trustee Services Acquires Standard Trust Deed Servicing Company



**RECONVEYANCE** TRACKING LOGIN



FEE SCHEDULE



**PUBLICATIONS** 



**ORDER COPY** OF TSG

#### IN ALLIANCE WITH

- Routh Crabtree Olsen, P.S
- Alaska Trustee, LLC
- Standard Trust Deed
- Northwest Title Company
- USA-Foreclosure.com
- Washington Legal Journal
- Oregon Legal Journal

#### **MEMBERS OF**

- USFN\*
- American Legal and Financial Network\*
- Mortgage Bankers Association
- American Bankruptcy Institute\*

More >>

\*Membership maintained through allied companies Routh Crabtree Olsen. P.S., Routh Crabtree, apc or FEI, LLC

# **About Our Company**

**ABOUT** 

Northwest Trustee Services, Inc., is a full-service trustee company providing default services to mortgage lenders in the Western United States, We work with financial institutions, credit unions, investors and title insurers in all matters related to residential and commercial foreclosures, including monitoring of senior sales, title resolution, and reconveyances

- · Conducts foreclosures in AK, AZ, CA, ID, MT, NV, OR & WA
- · Fully integrated with all primary vendor systems
- · Associated with sister law firm, Routh Crabtree Olsen, P.S., which conducts judicial foreclosures in our coverage area, and RCO Hawaii, L.L.L.C which conducts foreclosures in Hawaii
- More successful at reducing REO inflows by free listing of auction properties on USA-Foreclosure.com
- Long-standing member of the MBA, USFN and UTA, Awarded USFN's highest honor of excellence 16 years in a row (1995-2010)

After 16 years in business our trustee company brings unequalled experience to both routine and complex loan files. Our foreclosure team managers average more than twenty years working on foreclosures and some are nearing thirty years in the states they service. We handle both residential and commercial/multi-family foreclosures, possessing a greater level of sophistication than our residential-only competitors.

None of our competitors invest as heavily in efficiency and security solutions as our firm. The size and scope of our technology team enables us to adapt our systems to quickly become compatible with our clients. Each non-judicial file goes through numerous reviews and is fully docketed by our file tracking software system. We obtain metrics directly from our system, enabling us to deliver to you custom, real-time reports. Our company is fully integrated with all primary vendor

Our sister law firm, Routh Crabtree Olsen, P.S., is Retained Counsel for Fannie Mae in Alaska, California, Oregon and Washington, and Designated Counsel for Freddie Mac in California and Washington Our sister law firm, RCO Hawaii, L.L.L.C is Retained Counsel for Fannie Mae in Hawaii. As such, we are uniquely positioned to be a one-stop shop for lenders with holdings in the Western United States.

#### Additional Trustee Services

#### Monitoring of Senior Sales

There's more to a full-service trustee than just processing foreclosure files. For junior lien holders, we offer complete foreclosure monitoring coordination of funds, arrangement for a representative to attend and bid at the foreclosure sale, and coordination of the recording of the Trustee's Sale Deed.

#### **Title Resolution Services**

Our in-house Title Resolution team is a dynamic and experienced group, including former Title and Escrow Officers. We provide curative services dealing with title encumbrances such as clearing prior liens, addressing legal description matters, property vesting issues, manufactured home conversions, etc.

#### Reconveyance/Lien Releases

Our lien release service covers the entire country. This is a large advantage to our clients. Upon request of the current beneficiary, we will expedite a Full and Partial Reconveyance of real property.

#### USA-Foreclosure.com

One of our biggest value-add services is our foreclosure sale website, USA-Foreclosure.com. All clients automatically receive the benefit of having their sales posted to attract third-party bidders. USA-Foreclosure is the nation's largest non-subscription-based foreclosure property website

#### **Executive Bios**

#### Stephen Routh

Stephen D. Routh co-founded Northwest Trustee Services, Inc., the largest provider of non-judicial foreclosure services in the Western United States. A graduate of the University of Hawaii, Manoa (B.S., 1972) and the McGeorge School of Law at the University of the Pacific (J.D. 1975), Stephen is a shareholder and founding partner of Routh Crabtree Olsen, P.S. Stephen represents lending institutions, major investors, and creditors concerning loan delinquencies, foreclosure, bankruptcy and unsecured debt collection.

Stephen is one of the leading voices nationwide in the mortgage lending and default servicing industry. Stephen has been a member of the USFN from 1988 to the present. Stephen's involvement in the USFN has included three terms on the USFN Board of Directors from 1991 to the present; President-Elect from 1997 to 1998; President from 1998 to 2000; Immediate Past President from 2000 to 2002; and Chair of the Liaison Committee 2000 to 2002.





Home | Properties for Auction | Fee Schedule | Contact Us | Jobs

Copyright 2005-2012 Northwest Trustee Services, Inc. www.northwesttrustee.com – NOT A LAW FIRM – EXHIBIT D





Home

About

Practice Areas

Media

**Employment Opportunities** 

Contact Us

Escrow

#### **Affiliates & Quick Links**

- Northwest Trustee Services
- Alaska Trustes
- Northwest Title Company
- USA Foreclosure com
- Washington Legal Journal
- Oregon Legal Journal

## Firm Profile



Routh Crabtree Olsen, P.S. is a fullservice mortgage banking law firm dedicated to the representation of the mortgage banking and default servicing industry. Originally established in 1979 as a boutique firm catering to the needs of lenders and financial services organizations in Anchorage, Alaska, the firm has grown to include offices in nine western states.

The firm experienced considerable growth in the 1980s and '90s and expanded the areas of its practice into areas naturally related to the firm's financial institution and real estate practice. Today our legal services include foreclosures, bankruptcy relief, deficiency recovery, evictions, litigation (prosecution/defense), loss mitigation, document preparation, escrow services, regulatory compliance, reconveyances and replevins.

Our attorneys and professional staff are highly experienced in their respective fields of practice and provide vigilant service to protect and preserve the interests of our mortgage servicing and investor clients. Stephen D. Routh and Lance E. Olsen are nationally recognized lecturers, and highly active in organizations such as the USFN, NACTT, UTA and MBA. The firm is Martindale-Hubbell rated AV; recipient, USFN Diamond Award of Excellence for the past 16 years (1994–2009); and recipient, Fannie Mae Outstanding Service Award.

Our full-service escrow offices are dedicated to the highest quality closing services in the industry. Our many years of experience and large investment in technology allow us to successfully handle a large REO pipeline.

The firm has harnessed advanced technology and engineered efficient production systems to manage a high volume of client files accurately and efficiently. The firm is Fidelity LPS, Lenstar, VendorScape, LINCS, Allregs, Clarifire, Freddie Mac DCS and 104DC Automation, Papervision, Real Trans, Homesteps, Venture and MaxMilion (Alltel) capable. The firm also subscribes to NewInvoice and iClear.

With offices located in Anchorage, Boise, Honolulu, Phoenix, Santa Ana, and the suburbs of Portland and Seattle, Routh Crabtree Olsen, P.S. provides full service to more than 200 large and small companies. We are Retained Counsel for Fannie Mae in Alaska, California, Idaho, Oregon and Washington and Designated Counsel for Freddie Mac in California and Washington. RCO Hawaii,

## Routh Crabtase OlsencyFOS445-MJP Document 117 Filed 10/12/12 Page 28 of 28ge 2 of 2

L.L.L.C. is Retained Counsel for Fannie Mae in Hawaii. As such, we are uniquely positioned as a onestop shop for clients with holdings in the western United States.

To inquire about representation, please contact us at 425-458-2121 or info@rcolegal.com.

The information contained in this website is provided by Routh Crabtree Olsen, P.S. for informational purposes only, and should not be construed as legal advice on any subject matter. Further, Routh Crabtree Olsen, P.S. expressly disclaims any creation of an attorney client relationship with any recipient of any web content or communication obtained via this website.

Site map | Legal | Contact | Employment Opportunities
© 2011 Routh Crabtree Olsen, P.S., All rights reserved.